

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

ANITA COLLINS

Plaintiff,

v.

Case No. 5:20-cv-00349

MARRIOTT INTERNATIONAL, INC., a
foreign for Profit Corporation,

Defendant.

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**PLAINTIFF'S COMPLAINT AND
DEMAND FOR JURY TRIAL**

COMES NOW the Plaintiff, ANITA COLLINS, by and through her undersigned counsel, and hereby sues the Defendant, MARRIOTT INTERNATIONAL, INC. (hereinafter referred to as "MARRIOTT"), and alleges as follows:

JURISDICTION AND IDENTIFICATION OF THE PARTIES

1. This is an action for negligence with damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) exclusive of interest and costs.
2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1332 as the amount in controversy exceeds \$75,000.00 and there is diversity of citizenship amongst the parties.
3. Venue is proper in this district because it is where the events complained of occurred.
4. The incident which gives rise to this cause of action occurred within this jurisdiction and within the applicable statute of limitations and this Honorable Court has jurisdiction.

5. Plaintiff, ANITA COLLINS, an adult, is a natural born citizen of the United States of America. At all times material hereto, Plaintiff, ANITA COLLINS, was a resident of Pinellas County, State of Florida.
6. Defendant, MARRIOTT, was at all times material hereto, a corporation incorporated under the laws of the State of Delaware and authorized to do business in the State of Texas, with its principal place of business in Bethesda, Maryland, and locations throughout the United States of America.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

7. On April 18, 2019, ANITA COLLINS, was a business invitee to the San Antonio Marriott Rivercenter located at 101 Bowie Street, San Antonio, Texas 78205.
8. At said time and place, ANITA COLLINS, rented a hotel room from the Defendant, MARRIOTT.
9. The room that was rented to ANITA COLLINS by Defendant, MARRIOTT, contained a couch that was defective.
10. The defective couch posed an unreasonable risk of harm to ANITA COLLINS.
11. Defendant, MARRIOTT, had actual knowledge of the defective couch as MARRIOTT had been previously notified on several occasions of the defective couch located in ANITA COLLINS' room.
12. Despite their actual knowledge of the defective condition of the couch, Defendant MARRIOTT failed to take steps to reduce or eliminate the risk posed to ANITA COLLINS by the defective couch.
13. As ANITA COLLINS was walking within her hotel room, she tripped over the defective couch causing her body to fall to the floor.

14. As a result thereof, ANITA COLLINS' head and body struck the floor resulting in permanent injury.
15. The Defendant, MARRIOTT's, failure to reduce or eliminate the risk posed by the defective couch proximately caused the injuries to ANITA COLLINS.

COUNT I – NEGLIGENCE OF MARRIOTT INTERNATIONAL, INC.

16. Plaintiff re-alleges and incorporates by reference paragraphs one (1) through fifteen (15) of Plaintiff's Complaint as if fully stated below.
17. On or about April 18, 2019, Defendant, MARRIOTT, owed one or more of the following duties to its business invitees and/or guests, including Plaintiff, ANITA COLLINS:
 - a. to exercise reasonable and ordinary care to keep guest rooms in the hotel in a reasonably safe condition;
 - b. to exercise reasonable and ordinary care to maintain the guest rooms within the hotel in a reasonably safe condition;
 - c. to exercise reasonable and ordinary care to ensure that guest rooms within the hotel were free of hazards to business invitees;
 - d. to inspect the hotel guests rooms for hazards;
 - e. to properly train its employees in the identification of hazards within the hotel guest rooms;
 - f. to properly supervise its employees in the inspection and maintenance of hotel guest rooms and furniture provided for use in the hotel guest rooms by business invitees;
 - g. to warn business invitees of hazards within the hotel guest room;

- h. to exercise reasonable and ordinary care to ensure hotel guest room furniture provided to business invitees for their use was in a safe condition;
 - i. to exercise reasonable and ordinary care to ensure hotel guest room furniture provided to business invitees for their use was free of defect and/or damage;
 - j. to promptly remove defective furniture from hotel guest rooms to prevent injury to business invitees.
18. As a direct and proximate result of the breach of one or more of the aforementioned duties, ANITA COLLINS was injured, suffered a permanent injury within a reasonable degree of medical probability/certainty, suffered permanent and significant scarring, suffered the loss of use of an important bodily function, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of ability to earn money and aggravation of preexisting condition. The injuries are permanent in nature and the Plaintiff will suffer said losses and impairments in the future.

WHEREFORE, the Plaintiff, ANITA COLLINS, demands judgment for damages in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), interest, costs and such other and further relief that the Court deems just and proper against the Defendant, MARRIOTT and a trial by jury on all issues so triable.

DEMAND FOR JURY TRIAL

Plaintiff, ANITA COLLINS, hereby demands a trial by jury on all issues so triable.

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of March, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

/s/ CARLOS ARMENDARIZ

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